

EXHIBIT 10

ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION (this “Assignment”) is made and entered into as of February 17, 2021 by and between LF Investment Holdings LLC, a Delaware limited liability company (“Assignor”) and Learnicon LLC, a Delaware limited liability company (“Purchaser”). All initially capitalized terms used herein without specific definition shall have the meanings ascribed thereto in the Participation Agreement defined below.

FOR VALUE RECEIVED, Assignor hereby sells, transfers and assigns to Purchaser, FULLY WITHOUT RECOURSE, all of Seller’s right, title and interest (i) under that certain Participation Agreement , dated as of October 23, 2020, by and between Assignor , as Buyer, and the Tranche B Lenders named therein as Sellers , including the LSTA Standard Terms and Conditions dated March 16, 2020 incorporated therein (hereinafter, the “Participation Agreement”) and (ii) any and all rights and interest in and to the Tranche B Loan by virtue of the Participation Agreement (collectively, the “Participation”).

By its signature hereto, the Purchaser hereby accepts the Assignment of the Participation, and agrees to assume and perform, and to abide by and observe, all of the terms, conditions and provisions of the Participation Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

This Agreement may be executed by the parties in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

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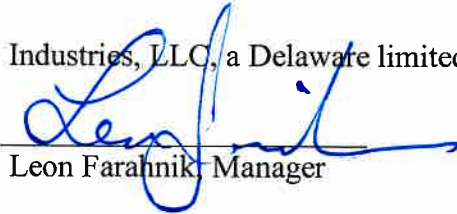
IN WITNESS WHEREOF, each of the undersigned has executed this Assignment and Assumption as of the date first above written.

ASSIGNOR:

LF Investment Holdings, LLC, a Delaware limited liability company,
by its sole Member:

HPC Industries, LLC, a Delaware limited liability company

By:


Leon Farahniki, Manager

PURCHASER:

The undersigned hereby assumes all of the obligations of Assignor under, and agrees to be perform, abide by and observe all of the terms, conditions and provisions of, the Participation Agreement. The undersigned further, for the express benefit of the Tranche B Lenders, the Sellers under the Participation Agreement, and Orion Energy Partners Investment Agent, LLC, the Administrative Agent and Collateral Agent under the Credit Agreement, hereby makes the representations warranties and covenants contained in Sections 5.1, 8.1(c), 8.5(b) and 18.3 of the LSTA Standard Terms and Conditions incorporated into the Participation Agreement.

Learnicon LLC, a Delaware limited liability company

By:



Name:

Title:

CONSENT

The undersigned hereby consent to the foregoing assignment.

ORION ENERGY CREDIT OPPORTUNITIES FUND
II, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P.
Its: General Partner

By: Orion Energy Credit Opportunities Fund II
Holdings, LLC
Its: General Partner

By: _____
Name: Gerrit Nicholas
Title: Managing Partner

ORION ENERGY CREDIT OPPORTUNITIES FUND
II PV, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P.
Its: General Partner

By: Orion Energy Credit Opportunities Fund II
Holdings, LLC
Its: General Partner

By: _____
Name: Gerrit Nicholas
Title: Managing Partner

ORION ENERGY CREDIT OPPORTUNITIES FUND
II GPFA, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P.
Its: General Partner

By: Orion Energy Credit Opportunities Fund II
Holdings, LLC
Its: General Partner

By: _____
Name: Gerrit Nicholas
Title: Managing Partner